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Docket No: 255.00040101

**DECLARATION**

We, Mark A. Sheridan, Jeffrey D. Kittelson, Craig A. Moore, declare that: (1) our respective citizenships and residence/mailling addresses are indicated below; (2) we have reviewed and understand the contents of the specification identified below, including the claims, as amended by any amendment specifically referred to herein, (3) we believe that we are the original, first, and joint inventors of the subject matter in

**SOMATOSTATINS AND METHODS**

Filing Date: December 1, 2000

Serial No.: 09/727,739

described and claimed therein and for which a patent is sought; and (4) we hereby acknowledge our duty to disclose to the United States Patent and Trademark Office all information known to us to be material to the patentability as defined in Title 37, Code of Federal Regulations, §1.56.\*

We hereby claim foreign priority benefits under Title 35, United States Code, §119(a)-(d) or §365(b) of any foreign application(s) for patent or inventor's certificate listed below, or §365(a) of any PCT international application which designates at least one country other than the United States of America listed below, and have also identified below any foreign application for patent or inventor's certificate, or any PCT international application having a filing date before that of the application on the basis of which priority is claimed:

- a. ☒ no such applications have been filed.  
b. ☐ such applications have been filed as follows:

FOREIGN APPLICATION(S), IF ANY, CLAIMING PRIORITY UNDER 35 USC §119(a)-(d), §365(a), and/or §365(b)			
COUNTRY	APPLICATION NUMBER	DATE OF FILING (day, month, year)	DATE OF ISSUE (day, month, year)

ALL FOREIGN APPLICATIONS, IF ANY, FILED BEFORE THE PRIORITY APPLICATION(S)			
COUNTRY	APPLICATION NUMBER	DATE OF FILING (day, month, year)	DATE OF ISSUE (day, month, year)

\* Title 37, Code of Federal Regulations, §1.56 is reproduced on the attached page.

**Declaration**

Page 2 of 4

Serial No. 09/727,739

Filing Date: December 1, 2000

Title: SOMATOSTATINS AND METHODS

We hereby claim the benefit under Title 35, United States Code §119(e) of any United States provisional application(s) listed below.

- a. ☐ no such applications have been filed.  
b. ☒ such applications have been filed as follows:

PROVISIONAL APPLICATION(S), IF ANY, UNDER 35 USC §119(e)	
APPLICATION NUMBER	DATE OF FILING (day, month, year)
60/168,934	12/03/99

We hereby claim the benefit under Title 35, United States Code, §120 of any United States applications or §365(c) of any PCT international application(s) designating the United States of America, listed below.

- a. ☐ no such applications have been filed.  
b. ☐ such applications have been filed as follows:

APPLICATION NUMBER	DATE OF FILING (day, month, year)	STATUS (patented, pending, abandoned)

Insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT international application in the manner provided by the first paragraph of Title 35, United States Code, §112, we acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application.

The undersigned declare further that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Wherefore, we pray that Letters Patent be granted to us for the invention described and claimed in the specification identified above and we hereby subscribe our names to the foregoing specification and claims, and Declaration, on the date indicated below.



Name: Mark A. Sheridan

Citizenship: United States of America

Residence: 2910 Edgemont Street, Fargo, North Dakota 58102

1/29/01

Date

**Declaration**

Page 3 of 4

Serial No. 09/727,739

Filing Date: December 1, 2000

Title: SOMATOSTATINS AND METHODS

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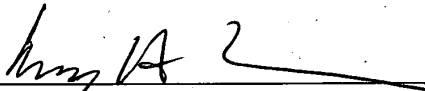
1/29/01

Name: Jeffrey D. Kittelson

Date

Citizenship: United States of America

Residence: 318 31<sup>st</sup> Avenue North, Fargo, North Dakota 58102



2/6/01

Name: Craig A. Moore

Date

Citizenship: United States of America

Residence: 3309 Antelope Lane, Great Falls, Montana 59404

**Declaration**

Serial No. 09/727,739

Filing Date: December 1, 2000

Title: **SOMATOSTATINS AND METHODS**

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Page 4 of 4

**§ 1.56 Duty to disclose information material to patentability.**

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

- (1) Prior art cited in search reports of a foreign patent office in a counterpart application, and
- (2) The closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

- (1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or
- (2) It refutes, or is inconsistent with, a position the applicant takes in:
  - (i) Opposing an argument of unpatentability relied on by the Office, or
  - (ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

- (1) Each inventor named in the application;
- (2) Each attorney or agent who prepares or prosecutes the application; and
- (3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.

(e) In any continuation-in-part application, the duty under this section includes the duty to disclose to the Office all information known to the person to be material to patentability, as defined in paragraph (b) of this section, which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

## ASSIGNMENT

Whereas We, Mark A. Sheridan, Jeffrey D. Kittelson, Craig A. Moore, with residences and citizenships as indicated below; have made an invention in

## SOMATOSTATINS AND METHODS

U.S. Patent Application Serial No.: 09/727,739; filed December 1, 2000

Provisional Application Serial No.: 60/168,934; filed December 3, 1999

and executed an application for Letters Patent of the United States of America based thereon;

Now, therefore, for good and valuable consideration, receipt of which is acknowledged, we have individually and jointly agreed to assign and transfer and do hereby assign and transfer unto North Dakota State University ("Assignee"), an educational institution organized and existing under the constitution of the State of North Dakota, having its principal office at 103 Old Main, Fargo, ND 58105-5014, its successors and assigns, the entire right, title, and interest in and to said invention and application, and in and to any division or continuation (in whole or in part) of said application, and in and to any and all improvements in said invention made by us or any of us or made jointly with others (provided any such improvement is made during, or within one year after the termination of, the employment by the Company of whichever of us, solely or jointly with one or more others, has made the same), and in and to any and all Letters Patent, reexaminations, reissues, or extensions thereof, of the United States of America and countries foreign thereto (including the right to apply for Letters Patent, Utility Models, or Inventors' Certificates in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise), which have been or may be granted thereon or on any continued prosecution application, divisional, continuation (in whole or in part), renewal, reexamination, reissue, or other or further application based in whole or in part upon said invention or improvements thereon, to be held and enjoyed as fully and exclusively as they would have been by us or any of us had this assignment and transfer not been made;

We do further agree for ourselves and for our heirs, executors, and administrators, to execute and deliver without further consideration any further applications, assignments, and documents, and to perform such other acts as we lawfully may, that may be deemed necessary by the Company, its successors, assigns, and nominees, fully to secure its right, title, and interest as aforesaid and to obtain or maintain Letters Patent, Utility Models, or Inventors' Certificates in any and all countries;

And we do hereby authorize and request the Commissioner of Patents to issue any and all Letters Patent which may be granted upon any of said applications, to North Dakota State University as the assignee of the entire right, title, and interest therein.

In witness whereof, we have hereunto signed our names on the days and years set forth below.



Name: Mark A. Sheridan

Address: 2910 Edgemont Street, Fargo, North Dakota 58102

Citizenship: United States of America

1/29/01

Date

STATE OF North Dakota )

) ss.

COUNTY OF Cass )

On this 29th day of January 20 01 before me personally appeared Mark A. Sheridan, to me known to be the person described in and who executed the foregoing instrument, and he executed the same for the uses and purposes therein set forth.

**Assignment**

Serial No. 09/727,739

Filed: December 1, 2000

For: SOMATOSTATINS AND METHODS

Page 2 of 2

Dale Zetocha  
Notary Public

DALE ZETOCHA  
Notary Public, STATE OF NORTH DAKOTA  
My Commission Expires DEC. 5, 2001

Jeffrey D. Kittelson  
Name: Jeffrey D. Kittelson

1/29/01  
Date

Address: 318 31<sup>st</sup> Avenue North, Fargo, North Dakota 58102

Citizenship: United States of America

STATE OF North Dakota )  
COUNTY OF Cass ) ss.

On this 29<sup>th</sup> day of January 2001 before me personally appeared Jeffrey D. Kittelson, to me known to be the person described in and who executed the foregoing instrument, and he executed the same for the uses and purposes therein set forth.

Dale Zetocha  
Notary Public

DALE ZETOCHA  
Notary Public, STATE OF NORTH DAKOTA  
My Commission Expires DEC. 5, 2001

Craig A. Moore  
Name: Craig A. Moore

Address: 3309 Antelope Lane, Great Falls, Montana 59404

Citizenship: United States of America

STATE OF MT )  
COUNTY OF Cascade ) ss.

On this 5 day of Feb 2001 before me personally appeared Craig A. Moore, to me known to be the person described in and who executed the foregoing instrument, and he executed the same for the uses and purposes therein set forth.

Shareen M. Shandee  
Notary Public

## ASSIGNMENT

Whereas, North Dakota State University (hereinafter referred to as "Assignor"), an educational institution organized and existing under the constitution of the State of North Dakota, having its principal offices at 103 Old Main, Fargo, ND 58105-5014, has acquired by assignment the entire right, title, and interest in and to inventions and improvements described in the application for Letters Patent of the United States:

## SOMATOSTATINS AND METHODS

U.S. Patent Application Serial No.: 09/727,739; filed December 1, 2000  
Provisional Application Serial No.: 60/168,934; filed December 3, 1999

Now, therefore, for good and valuable consideration, receipt of which is acknowledged, Assignor has agreed to assign and transfer and does hereby assign and transfer unto NDSU Research Foundation (hereinafter referred to as "Assignee"), a nonprofit institution organized and existing under the laws of the State of North Dakota, having its principal office at 103 Old Main, Fargo, ND 58105-5014, its successors and assigns, the entire right, title, and interest in and to said invention and application, and in and to any division or continuation (in whole or in part) of said application, and in and to any and all Letters Patent, reexaminations, reissues, or extensions thereof, of the United States of America and countries foreign thereto (including the right to apply for Letters Patent, Utility Models, or Inventors' Certificates in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise), which have been or may be granted thereon or on any continued prosecution application, divisional, continuation (in whole or in part), renewal, reexamination, reissue, or other or further application based in whole or in part upon said invention or improvements thereon, to be held and enjoyed as fully and exclusively as they would have been by Assignor had this assignment and transfer not been made;

Assignor does further agree, for itself and its successors and assigns, to execute and deliver without further consideration any further applications, assignments, and documents, and to perform such other acts as it lawfully may, that may be deemed necessary by the Assignee, its successors, assigns, and nominees, fully to secure its right, title, and interest as aforesaid and to obtain or maintain Letters Patent, Utility Models, or Inventors' Certificates in any and all countries;

And Assignor does hereby authorize and request the Commissioner of Patents to issue any and all Letters Patent which may be granted upon any of said applications, to NDSU Research Foundation as the assignee of the entire right, title, and interest therein.

**Assignment**

Serial No. 09/727,739

Filed: December 1, 2000

For: SOMATOSTATINS AND METHODS

Page 2 of 2

And, furthermore Assignor covenants and agrees with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor and that full right to convey the same as herein expressed is possessed by the Assignor.

In witness whereof, Assignor has executed this Assignment on this 9<sup>th</sup> day of February, 2001.

NORTH DAKOTA STATE UNIVERSITY

By: Joseph A. Chapman

Printed

Name: Joseph A. Chapman

Title: President

STATE OF North Dakota )  
COUNTY OF Cass ) ss.

On this 9<sup>th</sup> day of February 20 01, before me personally appeared Joseph A. Chapman to me known to be the person who executed the foregoing instrument, and he/she executed the same for the uses and purposes therein set forth.

Dale Zetocha  
Notary Public

DALE ZETOCHA  
Notary Public, STATE OF NORTH DAKOTA  
My Commission Expires DEC. 5, 2001

*add DL*